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## AFTER RECORDING, RETURN TO:

05/18/2016 10:31:35 AM

Fee: \$92.00

Klamath Irrigation District  
6640 KID Lane  
Klamath Falls OR 97603

AGREEMENT FOR RELEASE OF  
WATER AND DRAINAGE RIGHTS

This Agreement is made by and between WILLIAM T. AND SANDRA G. GRAHAM,  
herein called "Land Owners," whether one or more, and the Klamath Irrigation District, herein  
called "KID."

## RECITALS

A. Land Owners own land in Klamath County, Oregon containing 57~~8~~ 3.90  
acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s):  
3909-10AA-01500 & 3909-10AA-02400 SITES: 3209 CREST ST.  
and more particularly described as follows:

STATE OF OREGON  
COUNTY OF KLAMATH  
TWP 39, RANGE 9, BLOCK SEC 10  
TRACT POR NE4 NE4, ACRES .50  
SEE ATTACHED, EXHIBIT A

KLAMATH FALLS, OR.  
STATE OF OREGON  
COUNTY OF KLAMATH  
TWP 39, RANGE 9, BLOCK SEC 10,  
TRACT POR NE4 NE4, ACRES 4.05

B. Land Owners' predecessors in interest agreed to be included within KID for the  
purpose of receiving irrigation water and drainage services from KID and the United States of  
America, by and through the Bureau of Reclamation, Klamath Project.

C. Land Owners no longer desire to receive said services and pay the costs thereof.

## AGREEMENT

NOW, THEREFORE, in consideration of the release by KID of Land Owners' land from  
KID's charges, assessments, lien, collection, and foreclosure rights under Oregon Revised  
Statutes Chapter 545, Land Owners and Land Owners' heirs, devisees, personal representatives,  
grantees, vendees, successors, and assigns, jointly and severally represent, warrant, guarantee,  
covenant, and agree with KID and its successors and assigns as follows:

1. Land Owners are the sole owners and holders of the fee simple title to the above-  
described lands and have good right to execute this Agreement and to bind said lands as herein  
agreed. If said lands are subject to any trust deed, mortgage, contract of sale, or other lien upon  
the land, Land Owners agree to furnish to KID a recordable agreement from the owners and

SUSPENSION AGREEMENT (effective 01/28/2014)

holders of such instrument or lien accepting the terms of this Agreement and releasing any lien it may have against the water rights, easements, and servitudes, acknowledged, released, transferred, and conveyed by this Agreement.

2. Said lands do not have reasonable access to the system of irrigation works of KID, or have been permanently devoted to uses other than agriculture, horticulture, viticulture, or grazing, or are subject to being irrigated from another source or, it is in the best interest of KID to exclude said land from assessment and from the benefits of KID.

3. Land Owners understand and agree that by executing this Agreement, they are releasing and waiving all rights of membership in KID, including the right to receive irrigation water, the right to use the drainage system operated and maintained by KID, and the right to vote in any KID election.

4. Land Owners understand that by the execution of this Agreement said lands may lose any right to receive irrigation water diverted and delivered by KID from the Klamath River and Upper Klamath Lake ("irrigation water") under State law. Land Owners acknowledge that because of the abandonment by nonuse of any right to receive irrigation water diverted and delivered by KID and the continued nonuse of said water under this Agreement, the lands may fail to receive any future water rights for the diversion and delivery for irrigation water by KID for use on the land described above. Land Owners do hereby assign and transfer unto KID any and all water rights for the diversion and use of water from the Klamath River and Upper Klamath Lake, if any, appurtenant to their land and do hereby irrevocably appoint the chairperson of the Directors of KID as their attorney-in-fact to execute any and all documents that may be necessary to transfer said water rights, and to exclude Land Owners' land from KID. This Agreement shall not be interpreted to affect or restrict Land Owners right or ability to obtain water from any other provider or source.

5. Land Owners do hereby recognize, ratify, grant, and confirm the existence of all existing rights of KID or the United States affecting Land Owners' said property, including, without limitation by this recital, all rights of way, easements, and servitudes for all irrigation and drainage facilities of the United States or KID as now constructed and located upon or affecting Land Owners' said property and do agree that KID and the United States each now own, have, and hold and shall continue to own, have, and hold a prescriptive right, right of way, easement and servitude for all percolation, seepage, leakage, overflow, flooding, or any failure or lack of drainage that now exists or that at any time heretofore has occurred or resulted from any irrigation or drainage facility now constructed or in existence on or near any part of the Land Owners' said premises.

6. Land Owners do hereby absolve, waive, and release both KID and the United States from any and all claims of liability for any damages or injuries to person or property that may have heretofore occurred or that may now be occurring in connection with the ownership, operation, or maintenance of the Klamath Project. Each consenting mortgagee or lien holder consents to Grantor's covenants in this paragraph, but does not so covenant itself.

7. Land Owners understand and agree that should they desire to be included in KID

in the future, if such inclusion is possible, before such request will be granted, Land Owners will be required as a condition thereof to pay all assessments that have been exempted by this Agreement, plus the amount of all interest that would have been chargeable for nonpayment of such assessments if they had not been exempted by this Agreement.

8. Land Owners' representations, warranties, covenants, and agreements herein set forth are covenants running with Land Owners' said land and each and every part and parcel thereof in perpetuity, forever binding the same for the use and benefit of KID and the United States of America, and their respective successors, grantees, transferees, and assigns.

9. Land Owners do hereby acknowledge that they have read all of the foregoing instrument and consent and agree to each of the representations, warranties, covenants, and agreements contained herein.

This Agreement shall take effect upon the approval of the same by the Board of Directors of KID, and the adoption of the Resolution exempting said land from the assessments of KID.

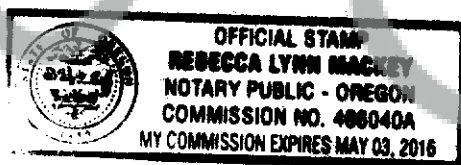
WITNESS their hands this 6 day of October, 2015.

LAND OWNERS:

William T. Graham Sandra H. Graham By  
William T. Graham POA

STATE OF Oregon, County of Klamath ss.

This instrument was acknowledged before me on 10/06/15 by  
William T. Graham and Sandra H. Graham  
by William T. Graham as Power of Attorney.



Rebecca Lynn Mackey  
Notary Public for Oregon  
My Commission Expires: 05/03/16

NOW, THEREFORE, KID does hereby duly execute this Agreement this 12<sup>th</sup> day of May, 2016.

KLAMATH IRRIGATION DISTRICT

By: Brent A. Cheyne  
Its President

By: Grant Knott  
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 12<sup>th</sup> day of May, 2016, by Brent A. Cheyne, as President, and Grant Knott, as ~~Secretary~~ <sup>Vice President</sup>, of the Klamath Irrigation District and that the seal affixed to this instrument is the official seal of said Klamath Irrigation District by authority of its Board of Directors, and each of them acknowledged said instrument to be the voluntary act and deed of the Klamath Irrigation District.



Rachelle Marie Gates  
Notary Public for Oregon  
My Commission Expires: 4/3/16

**Consent of Lien Holder**

\_\_\_\_\_,  
("Lien Holder"), hereby consents to the grant of the foregoing Agreement for Release of Water  
and Drainage Rights by \_\_\_\_\_ to the  
Klamath Irrigation District, and joins in the execution hereof solely as Lien Holder and  
Hereby does agree that in the event of the foreclosure of the mortgage or Trust Deed Lien, or  
other sale of said property described in said mortgage under judicial or non-judicial proceedings,  
the same shall be sold subject to said Agreement for Release of Water and Drainage Rights.

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_.

Lien Holder: by: \_\_\_\_\_  
Its Authorized Officer

STATE OF \_\_\_\_\_, County of \_\_\_\_\_ ss.

This instrument was acknowledged before me on \_\_\_\_\_,

by \_\_\_\_\_

as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

The foregoing Agreement for Release of Water and Drainage Rights, having been read  
and considered by the Board of Directors of KID at a meeting of said Board of Directors, and  
said Board of Directors, in consideration of all of the representations, warranties, covenants, and  
agreements made by the Land Owners therein, duly moved, seconded, and voted that KID  
approve and agree to the same, and did order that the above-described lands be exempted from  
the payment of the assessments of KID and accept the release to KID of the water and drainage  
rights that were appurtenant to said land.

## CONSENT BY MORTGAGEE

JPMorgan Chase Bank NA hereby certifies that it is the holder of a Mortgage for William T Graham and Sandra G Graham Husband and Wife, on the property commonly known as 3209 Crest St Klamath Falls, OR 97603, June 27, 2002, dated and recorded under Volume M02 Page 37596 County Klamath, State of Oregon recorded on June 28, 2002. Assignment of Mortgage Coldwell Banker Mortgage to JPMorgan Chase Bank NA Dated October 29, 2007 Recorded November 20, 2007 Document # 2007-019691 County of Klamath, State of Oregon.

As holder of the mortgage on the referenced property, JPMorgan Chase Bank NA hereby consents to the Release of Water and Drainage Rights.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its undersigned officers thereunto authorized on January 27, 2016.

JPMorgan Chase Bank NA

By: 


Name: Amy Kight

Title: Vice President



STATE OF LOUISIANA  
PARISH OF OUACHITA

On JAN 27, 2016, before me appeared Amy Kight, to me personally known, who did say that s/he/they is (are) the Vice President of JPMorgan Chase Bank, NA and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).



SHARON WATSON, Notary Public  
Lifetime Commission #11031



02 JUN 28 PM 3:24

After Recording Return to:  
**WILLIAM T. GRAHAM**  
**SANDRA G. GRAHAM**  
 3209 Crest Street  
 Klamath Falls, OR 97603  
 Until a change is requested all tax statements  
 Shall be sent to the following address:  
**WILLIAM T. GRAHAM**  
**SANDRA G. GRAHAM**  
 3209 Crest Street  
 Klamath Falls, OR 97603

State of Oregon, County of Klamath  
 Recorded 06/28/2002 3:34 p. m.  
 Vol M02, Pg 37594-95  
 Linda Smith, County Clerk  
 Fee \$ 26.00 # of Pgs 2

**WARRANTY DEED**  
 (INDIVIDUAL)

DWAYNE R. WALTEBURG JR, herein called grantor, convey(s) to **WILLIAM T. GRAHAM and SANDRA G. GRAHAM**, husband and wife all that real property situated in the County of **KLAMATH**, State of Oregon, described as:

See Exhibit A attached hereto and made a part hereof.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any, and apparent upon the land, contracts and/or liens for irrigation and/or drainage

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is **\$113,500.00**.  
 (here comply with the requirements of ORS 93.930)

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

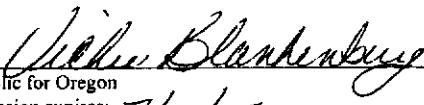
Dated: June 26, 2002  
  
 DWAYNE R. WALTEBURG JR

STATE OF OREGON, County of **Klamath** ss.

On June 26, 2002 personally appeared the above named **DWAYNE R. WALTEBURG JR** and acknowledged the foregoing instrument to be his voluntary act and deed.

This document is filed at the request of:

 **Aspen**  
 TITLE & ESCROW, INC.  
 525 Main Street  
 Klamath Falls, OR 97601  
 Order No.: 00055321

Before me:   
 Notary Public for Oregon  
 My commission expires: 7/1/05  
 Official Seal

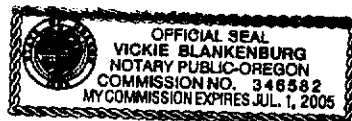


EXHIBIT "A"

26A



## Exhibit A

A tract of land situated in the NE 1/4 of the NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin which lies North 89° 40' East a distance of 30 feet and North 1° 02' West a distance of 533.4 feet from the iron pin which marks the intersection of Fourth Avenue and Fourth Street of Altamont Acres, which point of intersection is also the Southwest corner of the NE 1/4 NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence North 89° 40' East a distance of 265 feet to a point; thence North 1° 02' West a distance of 83 feet to a point; thence South 89° 40' West a distance of 265 feet to an iron pin; thence South 1° 02' East a distance of 83 feet, more or less, in the NE 1/4 NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

ALSO that tract of land situated in the NE 1/4 NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which lies North 89° 40' East a distance of 30 feet, North 1° 02' West a distance of 533.4 feet, and North 89° 40' East a distance of 265 feet from the iron pin which marks the intersection of Fourth Avenue and Fourth Street of Altamont Acres, which point of intersection is also the Southwest corner of the NE 1/4 NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence North 89° 40' East a distance of 425 feet to a point; thence North 1° 02' West a distance of 415.0 feet to a point; thence South 89° 40' West a distance of 425 feet to a point; thence South 1° 02' East a distance of 415 feet to the point of beginning.



# General Power of Attorney

## (with Durable Provision)

NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. YOU MAY SPECIFY THAT THESE POWERS WILL EXIST EVEN AFTER YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

TO ALL PERSONS, be it known that I, Sandra Geraldine Graham  
of \_\_\_\_\_  
the undersigned Grantor (hereinafter Principal), do hereby make and grant a general power of attorney to William Thomas Graham  
of 7890 Whitehurst Rd Culver CA 95020  
and do thereupon constitute and appoint said individual as my Attorney-in-Fact/Agent.

If my Agent is unable to serve for any reason, I designate Denise Lynn O'Brien  
of 1932 Del Marco ST Klamath Falls OR 97601, as my successor Agent.

My Attorney-in-Fact/Agent shall act in my name, place and stead in any way that I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The Principal must write his or her initials in the corresponding blank space of each box below with respect to each of the subdivisions (A) through (N) below for which the Principal wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Cross out each power withheld.)

- |             |     |   |
|-------------|-----|---|
| <u>1SGG</u> | (A) | Real estate transactions  |
| <u>1SGG</u> | (B) | Tangible personal property transactions   |
| <u>1SGG</u> | (C) | Bond, share and commodity transactions  |
| <u>1SGG</u> | (D) | Banking transactions  |
| <u>1SGG</u> | (E) | Business operating transactions   |
| <u>1SGG</u> | (F) | Insurance transactions  |
| <u>1SGG</u> | (G) | Gifts to charities and individuals other than Attorney-in-Fact/Agent<br>(If trust distributions are involved or tax consequences are anticipated, consult an attorney.) |
| <u>1SGG</u> | (H) | Claims and litigation   |
| <u>1SGG</u> | (I) | Personal relationships and affairs  |
| <u>1S</u>   | (J) | <del>Benefits from military service</del>   |

1566 (K) Records, reports and statements

~~1566 (b) Full and unqualified authority to my Attorney in Fact/Agent to delegate any or all of the foregoing powers to any person or persons whom my Attorney in Fact/Agent shall select~~

1566 (M) Access to safe deposit box(es)

1566 (N) All other matters

**Durable Provision:**

[ ] (O) If the blank space in the block to the left is initialed by the Principal, this power of attorney shall not be affected by the subsequent disability or incompetence of the Principal.

Other Terms: \_\_\_\_\_

My Attorney-in-Fact/Agent hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he or she in his or her best discretion deems advisable, and I affirm and ratify all acts so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 19<sup>th</sup> day of May 2014

Signed in the presence of:

[Signature]  
Witness

Monise L. O'Brien  
Witness

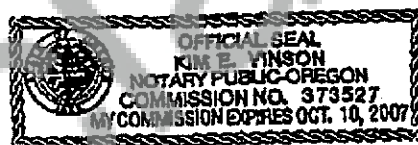
[Signature]  
Grantor (Principal)

William B. Graham  
Attorney-in-Fact/Agent

RETURN OF INSTRUMENT  
pg 3 of 3State of Oregon  
County of Klamath

On May 19, 2016, before me, Kim E. Vinson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kim E. Vinson  
Signature of Notary

Affiant Known Produced ID  
Type of ID Ca. Drivers License  
(Seal)